



Request for Proposal

The City of Terre Haute, Indiana

"Request for Proposal – City of Terre Haute – Golf Courses"

May 30th, 2017





Table of Contents:

Transmittal Letter.....	Page 1
Executive Summary.....	Page 3
Cohoat and O’Neal Management Corp. Profile.....	Page 5
Leadership Team.....	Page 8
Five Objectives of the RFP.....	Page 11
Articles within the RFP.....	Page 14
Proposal and Fees.....	Page 19
Simplified Strategic Marketing Plan for 2017.....	Page 22
Company Property Highlights.....	Page 26
Company Property Highlights.....	Page 28
Organizational Chart – City of Terre Haute.....	Page 30
Exhibit A - Service Cost Pricing Worksheet.....	Page 31
Exhibit B - Non-Collusion Signed Agreement.....	Page 32
Exhibit C - Requested Management Agreement.....	Insert
References.....	Insert



To: Nick Weber, FaegreBD Consulting

From: Cohoat and O'Neal Management Corp., Matthew Cohoat and "Doc" O'Neal
EIN is 27-4397459 Established January, 2011

Date: May 30th, 2017

Re: Request for Proposal – "City of Terre Haute – Golf Courses"

Transmittal Letter

Cohoat and O'Neal Management Corp. appreciate the opportunity to provide a proposal to operate and maintain the City of Terre Haute Golf Courses (Rea Park and Hulman Links).

Cohoat and O'Neal Management Corp. is a legal entity and is registered to do business in the State of Indiana. This proposal is genuine and without collusion in all respects and that the Proposal prices are genuine and were arrived at independently. The contact person, "Doc" O'Neal, is authorized to act on our behalf and that the Proposal shall remain valid for at least 180 days unless otherwise extended by Cohoat and O'Neal Management Corp. and the City of Terre Haute.

As you will be able to see in the review of this proposal, we are extraordinarily qualified to assist in the management and operations of your golf facilities. Our experiences and successes will provide the leadership, knowledge and the ability to take your two golf courses "A level ABOVE"

A handwritten signature in black ink, appearing to be "M Cohoat", written over a circular stamp or mark.

Matthew Cohoat, President, "Doc" O'Neal, Chief Operating Officer, Rich Huber, VP Finance and Administration and Colin O'Neal, Director of Operations

Cohoat and O'Neal Management Corp. (Legal Entity)

7000 Longest Drive, Carmel, Indiana 46033

Attention: "Doc" O'Neal

Phone 317.428.8086

E-mail doneal@cohoatandoneal.com

Banking References

Chase Bank, 250 West 161st Street, Westfield, Indiana, 46074

First Merchants Bank, 1 East Carmel Drive, Carmel, Indiana 46032 under the name GSAGC, LLC

References:

- See last page of this proposal



Executive Summary

The following proposal will bring you inside the operations of Cohoat and O'Neal Management Corp. Our company has been able to achieve many successes, due in large part to our outstanding personnel, and our attention to detail to Policies and Procedures and Daily Operational Practices. Our company is determined and motivated to build upon those successes to increase market exposure for our team in state and regional markets.

Our background, as a company, has been golf at the very foundation for many years. As you will see from our company profile we have enjoyed a wonderful journey through the game of golf.

The company, started by Matt Cohoat and "Doc" O'Neal, from the State of Indiana, understand and know the culture of golf in this State. When you select Cohoat and O'Neal Management Corp. you get "us" and our team. All levels of our company will be involved in this project and each person will add their strength to the City of Terre Haute golf courses, Rea Park and Hulman Links.

We are familiar with both golf courses, and in fact, played tournaments in the past at Hulman Links. Upon review at our site visit several weeks ago, it was clear to our team that Rea Park and Hulman Links have incredible upside. First and foremost, the golf courses are very good and therefore the foundation is in place. We must build on the potential that both courses provide to all golfers, not just within Vigo County and the City of Terre Haute, yet, with all surrounding markets.

In the golf business, it is important to understand the network, and, we, as a company are very well networked. We know the vendors, we know the operators, we know the efficiencies and synergies, we know what works, and through our years of experience and success we clearly understand operations and maintenance.

We provide a “hands on” commitment and when you need the President of the Company, the Chief Operating Officer, VP of Finance and Administration, or the Director of Operations, you will most likely be able to find us at one of your golf courses.

Our company is focused on people, product development, proficiency and profitability.

Thank you for the opportunity to provide our services to the City of Terre Haute, Rea Park and Hulman Links.



Cohoat and O'Neal Management Corp. was established on January 1st, 2011 to provide a scope of services related to the golf industry.

The wealth of knowledge that **Matt Cohoat** and **"Doc" O'Neal** bring to this area of expertise is considerable and with outstanding success.

The two principals involved are:

John "Doc" O'Neal

"Doc" O'Neal is a lifelong resident of Carmel, Indiana. Doc's background includes the establishment of a private golf Club, The Bridgewater Club, the premier golf and residential community in the State of Indiana including a 750 acre high end residential development. The Bridgewater Club includes an 80,000 square foot clubhouse, including fitness, swimming, outstanding food and beverage, large events including wedding receptions, a 9-hole executive golf course and an 18-hole Pete Dye Championship golf course which was host to the 2005 Junior Solheim Cup.

In addition, Doc was President of Crooked Stick Golf Club, President of the Carmel Dads' Club, and founding President of the Indiana Golf Foundation and was responsible for raising the necessary funds (\$ 2,500,000) to build the Gongaware Golf Academy located in Franklin, Indiana. Doc was Chairman of the 1993 U.S. Women's Open Championship played at Crooked Stick Golf Club in Carmel, Indiana. He has been directly involved in assisting over 5,000 young people in learning and understanding all facets of the game of golf.

Over the past seven years Doc O'Neal and Matt Cohoat have been responsible for the growth of a wonderful daily fee golf course, Wood Wind Golf Club located in Westfield, Indiana. In that time the rounds of golf increased from approximately 17,000 rounds to over 32,000.

Doc's golf accomplishments include Captain and MVP of the Purdue University Men's Golf Team, 1987 Indiana Runner-up Player of the Year, Indiana State Amateur Runner-up in 1997, Crooked Stick Club Champion in 1980 and 1988, the 1982 Northern Open Champion, and Doc was inducted into the Indiana High School Hall of Fame in 1993.

Doc is married to Carol Culp O'Neal and they have four children and four granddaughters.

Matt Cohoat

Matt is Chief Financial Officer of Becknell Industrial Properties, a privately-held full-service real estate developer and owner of nearly 5 million square feet of industrial warehouse and distribution properties located in 30 states across the United States. Matt is responsible for strategic planning, accounting, finance, IT, HR and administrative services at Becknell.

Prior to joining Becknell, Matt was Chief Investment Officer of Estridge Homes assisting with development. Matt was Executive Vice President and Chief Financial Officer of Duke Realty Corporation (\$8.0 billion publicly traded real estate investment trust). Matt was named to that position in January, 2003. He had had been with Duke since 1990, serving as Senior Vice President and Chief Accounting Officer before his 2003 promotion.

Before joining Duke, Matt spent eight years with Ernst & Young. He earned a Bachelor of Science degree in Accounting from Purdue University in 1982 and is a Certified Public Accountant.

Matt is a member of the Board of Directors for the following organizations:

United Way of Central Indiana, Treasurer
Cathedral High School, President
St. Mary's Child Center
Western Golf Association

Matt earned an Evans Scholarship to Purdue University through the Evans Scholars program as a caddy and was instrumental in bringing a caddy program to Wood Wind Golf Club in 2009 and Prairie View Golf Club in 2013. Matt and Doc together combined their efforts to bring Wood Wind Golf Club to a new standard, enhanced the bottom line results, and started the "Doc" O'Neal Golf Academy at Wood Wind in 2009. Cohoat and O'Neal established a new sense of pride that resulted in a wonderful golf experience for all golfers who played Wood Wind Golf Club in the past five years.

Matt and his wife Jan have four children, Jimmy (Wife Alli), Kelly, Joey and Bobby. They are active members of Our Lady of Mount Carmel Catholic Church.

The scope of services that Cohoat and O'Neal Management Corp. can provide is very broad in range. In addition, collaborative resources would be available per relationships and networks that have been established.

Scope of Services for Golf

- Organizational Structure
- Acquisitions and Lease Management Agreements
- Business Analysis
- Revenue Growth
- Expense Management
- Complete Financial Analysis and Labor Analysis
- Budgeting, Forecasting and Long Term Planning
- Monthly Reporting
- Service Training
- Golf Operations
- Food and Beverage/Event Management
- Marketing/Sales
- Maintenance Assessment Review and Procedures/Course Agronomics
- Meeting with Department Heads and Assistants
- Website, Social Network and Technology
- Equipment Lease Review
- Policies and Procedures
- Insurance Review
- Licenses and Permits
- Membership Analysis
- Amenities Study
- Capital Needs Review
- Revenue Enhancement
- Caddie Program
- ATC Training

Cohoat and O'Neal Management Corp. Managed/Operated/Leased/Consulted/Owned Properties

- **Prairie View Golf Club – Carmel, Indiana** - owned and operated/managed since May 21st, 2013. Host site of the 2014 – 2019 IHSA Girls and Boys State Championship and host site for the 2018 Indiana Open Championship. **Rounds of golf increased from 20,500 in 2013 to over 29,000 in 2015 and 2016. Turned an historically bottom line loss to a profit and an attractive return on investment for the owners**
- **Wood Wind Golf Club – Westfield, Indiana** – leased and operated/managed since January, 2011 through December, 2017 and beyond. **Nearly doubled the rounds of golf over a three-year period from 17,000 to over 32,000 from 2011 – 2013. Revenues grew from \$800k to \$ 1.6M in that same time frame**

- **The Golf Preserve at Frankfort** – operated/managed since December of 2011 through December of 2015. Reduced annual deficit that we inherited in 2011 of \$ 232k and reduced that to under \$ 100k in two years
- **Brookshire Golf Club, Carmel, Indiana** – a complete facility analysis and review conducted in 2011. Course is municipally owned by the City of Carmel, Indiana. Developed a “branding” plan/Marketing concept in 2015.
- **Cattails Golf Club – Elwood, Indiana** – provided maintenance consulting throughout the year of 2013 and 2014 – management fee per agreement
- **Chatham Hills Golf Course – Westfield, Indiana** - new private residential golf course community development started construction in the Summer of 2014 – provided consulting work for owner/developer through the end of the year 2016 on golf course and golf operations. **C and O did the search for the PGA Professional and Superintendent**
- **Echo Farms Golf Club – Wilmington, North Carolina** – called in by Applied Golf, Inc. (the management company) to assist in consulting and marketing plans for three months in 2013
- **Green Acres Golf Club – Kokomo, Indiana** – management and operations from November, 2014 through December, 2016
- **Elbel Park Golf Course** – consulting and maintenance work in Fall of 2016 for Parks Director, Aaron Perri. Provided analysis of Elbel park maintenance issues
- **Elwood Golf Links** – responsible for the complete restoration of the community golf course that had been closed for over two years. Grand re-opening occurred on May 13th, 2017. One nine has been completed. The second nine is planned to re-open in 2018. Cohoat and O’Neal will also operate/manage the golf facility through December, 2018
- **Old Oakland Golf Club** – manage/operate from July 1st, 2016 through December, 2017. Implemented renovation project which included new bunkers, new cart paths and new irrigation system, pump and pumphouse and golf course re-design. **Responsible for turning a substantial yearly loss to a profit in less than one year**





The Leadership Team

Matt Cohoat

- President of Cohoat and O'Neal Management Corp.
- Chief Financial Officer of Becknell Industrial, a full-service real estate company with revenues of nearly \$300 million and AUM of over \$1.0 billion
- Past Chief Financial Officer of Duke Realty, an \$8 billion+ publicly traded real estate investment trust
- Evans Scholar – Purdue University
- 35+ year career in Finance and Accounting
- Avid Golfer
- Board Chair at Cathedral High School, on the Board of Directors of United Way and St. Mary's Child Center and a Director with the Western Golf Association

"Doc" O'Neal

- Chief Operating Officer of Cohoat and O'Neal Management Corp.
- A lifetime of golf at all levels
- Past President of Crooked Stick Golf Club
- Past Chairman of the U.S. Women's Open Championship at Crooked Stick Golf Club
- Past President of the Carmel Dads' Club
- Past President of the Indiana Golf Foundation
- Past Captain and MVP of Purdue University golf team
- Established The Bridgewater Club, a high end private residential and golf course community from 1998 – 2008
- Indiana High School Golf Hall of Fame – 1993

Rich Huber

- Vice-President of Finance and Administration for Cohoat and O'Neal Management Corp.
- 30 years of Accounting; Finance and Operation Process experience

- Responsible for all financial statements, payables, receivables, payroll, bookkeeping, controls, reporting and process management
- Graduate of Wabash College
- Past Chairman and current Treasurer of the Carmel Dads' Club
- Marriott Corporation Executive Development Scholarship Winner

Colin O'Neal

- Director of Operations of Cohoat and O'Neal Management Corp.
- Spent three years with the golf management company, appliedgolf, out of New Jersey as a member of their management team and was directly responsible for the management of a facility located in Amherst, Massachusetts (Hickory Ridge Golf Club) in 2015 and 2016
- Responsible for revenue generation and expense control and processes
- Community involvement and outreach
- Graduate of Purdue University (2007 B.S. Sales Management)
- Played in two State Amateur championships and won the Club Championship at Wood Wind Golf Club in 2011 and 2012

Randy Adcock and Jeff Eldridge

- Primary responsibility is overseeing Prairie View Golf Club in Carmel, Indiana and Wood Wind Golf Club in Westfield, Indiana. In addition, Randy and Jeff assist Cohoat and O'Neal on various properties to provide professional and knowledgeable oversight to the maintenance of the grounds and golf course at most of C and O properties
- Randy Joined Cohoat and O'Neal Management Corp. in May of 2013 and Jeff joined Cohoat and O'Neal in 2011
- Agronomy degrees from Purdue University
- Randy and Jeff each have over 15 years in the golf business

Jeff Cohoat

- Director of Sales for Cohoat and O'Neal Management Corp.
- Joined Cohoat and O'Neal Management Corp. in 2014
- Over 25 years in sales
- Responsible for sponsorships, membership campaigns, growing outing business, trade outs, and special events

Keltie Domina

- 30 years of experience in the food and beverage industry

- Cohoat and O'Neal Management Corp. Food and Beverage Director/Consultant for Cohoat and O'Neal Management Corp.
- Tremendous understanding of the business, labor costs, food costs, customer service, accountability, events and bottom line
- Manages buying plans, menus, promotions and special events
- Hires and trains food and beverage staff

Brittany Mallory

- Sales and Catering Manager
- Joined Cohoat and O'Neal in March of 2017
- Responsible for creating events, booking events, and promotion of all events
- Website updates and creativity
- Community outreach
- E-mail blasts
- Social network and Marketing

Cody O'Neal

- Logistics Manager
- Joined Cohoat and O'Neal Management Corp. in 2015
- Responsible for all needs of various properties
- Supervisor for special events and outings

Nick Huffman

- Executive Chef for Cohoat and O'Neal Management Corp.
- Joined Cohoat and O'Neal Management Corp. in May, 2017
- Responsible for preparation of food, pricing, menus, recipes, and overall execution





The City of Terre Haute

The **five objectives**, as outlined in the RFP information, are as follows:

- **Objective # 1**
 - Improving golf course customer satisfaction
 - People – we must have the “right” people in all positions at both facilities. Outside services staff can immediately have an impact on the customer. The first hello must be energized, genuine and consistent. That approach must permeate throughout both facilities
 - There **MUST** be ongoing training, personnel attitude must be consistent and positive both to the customer and to other staff members. A genuine commitment by the personnel at each location to do their job. Personnel must be passionate!
 - We have the eight basic steps to an impression. It starts when the customer pulls into the parking lot and ends seven steps later when they leave the parking lot. There are eight opportunities to establish an impression and satisfaction levels at each step along the way. If the team fails at any one of these steps it can influence or have an impact on the impression and customer satisfaction. These steps will be reviewed over and over again with all personnel.
 - Golf courses are not unlike any other retail establishment. The customer must be provided exceptional service. Exceptional service is part of our ongoing training with personnel.

- We recommend that we form an Advisory Group of 8- 10 people who represent an excellent cross section of golfers at each location. These people need to be excellent Ambassadors for the golf course. They will be an extension of our effort and they will be an outstanding sounding board and marketing group for each facility. One hour meetings are held every 30-45 days at each location. We receive feedback, we listen to their ideas, and we get enthused with them in a collaborative effort. More people promoting and bringing energy to each facility will go a long way.
- **Objective # 2**
 - Enhancing overall financial performance
 - Within 30-45 days, upon completion of our initial comprehensive review, a plan/ “road map” will be established to be our guide. Processes as follows:
 - Inventory management
 - Labor management
 - COGS management
 - Purchasing
 - Agreements and vendor review
 - Synergies amongst the two properties
 - Maximizing the tee sheet
 - Rate structure and times of the day
 - Season Passes – commensurate with the quality of the product and what the market will bear
 - Outing structure and fees
 - Accountability of department heads
 - Setting goals
 - Management of cash
 - Daily reconciliation
 - Weekly Tracking of all departments
 - Revenues
 - Expenses
 - Any out of the ordinary purchase orders
 - All purchase orders over a specified dollar amount (if outside the scope of the budget) must be approved by management. If within the budget, the department head may approve
 - Analyze what expenses have an impact on revenues
- **Objective # 3**
 - Ensuring that the golf course assets are properly maintained
 - A thorough log of all maintenance and preventive maintenance logs on all equipment inside the buildings and the golf course equipment
 - Daily log on all golf cars and their individual performance

- Specific notes taken each day on any golf car that has an operational issue and what was the resolution
 - Assessment of each piece of equipment in the maintenance facility and info placed in an up to date log
 - Any kitchen equipment assessed and maintenance log updated
 - Major appliance, HVAC, etc. must have preventive maintenance completed, as required
 - Irrigation system must have current log and up to date log of any malfunctioning heads or any aspect of the system and what was done to remedy that problem
 - Inventory taken monthly and provided to our VP of Finance and Administration
- **Objective # 4**
 - Mitigating future rate increases
 - If we may be so bold, perhaps mitigating future rate increases, is not necessarily a solution. It may be part of the problem. It is somewhat dependent on the ultimate goal of the City of Terre Haute. If the rates and season passes are depressed or are too low, it certainly will reflect in the bottom line
 - Also, there are ways to work around rates. Value Cards, which our company introduced in 2011 and has had a big impact on driving traffic
 - Volume of play – we MUST get more people to play golf at Rea Park and Hulman Links. We will certainly have incentive programs, yet, our total attention can not only be a discount drive, there must be some added value opportunities, as well
 - Corporate Season Passes
 - Corporate Sponsorships
 - Our company is very proactive in driving sponsorships dollars to the bottom line. It can be critical to the success of each facility
- **Objective # 5**
 - Providing opportunities for interested incumbent employees
 - Personnel performance reviews will happen on a regular basis by management. Opportunities will present themselves to those that are ambitious, consistent, reliable, and perform at or above expectations
 - Each department will have an initial review. It must go without saying that there could be personnel changes to meet objectives. If there is an employee that is underperforming it will be addressed immediately. We have no intention of coming in and “cleaning house”, on the contrary, if there is a staff member who is performing admirably we would consider them an asset to the future goals at each facility. During our site review, there are personnel who are obviously engaged and passionate about their contribution to their facility



Articles within the RFP that Require Comments

1.3 – Addressed in this proposal on the page titled **Five Objectives of the RFP**

1.8.2 – **Cohoat and O’Neal Management Corp. has no suspensions or debarment by any governmental entity, instrumentality or authority**

1.8.3 – **Cohoat and O’Neal Management Corp. is now and remains in good standing with governmental agencies and will keep its licenses, permits, certifications and/or registrations in force during the term of the contract**

1.8.4 – **Non-collusion affidavit** is signed and made a part of this proposal

1.9.1 – **Contract Compliance Officer** – we look forward to meeting and working with the CCO

1.9.3 – **Performance Bond** – if required by the City of Terre Haute, Cohoat and O’Neal Management Corp. will provide

4.2.1 – **Golf Course Standards** – the golf courses **MUST** be maintained at a level that meets or exceeds golfer’s expectations. Mediocrity will not be accepted. Clearly the standards need to be met and accomplished within the budget, and therefore, efficiencies with labor costs, buying practices and maintenance/ preventive maintenance of the equipment must be at a high level to provide excellent playing condition

- An agronomic plan will be delivered at the end of the comprehensive plan time frame (30 days from the commencement of services). This will include the timing of all

chemical applications, aerification practices, mowing practices and timing, topdressing plans and much more

- Sand bunker standards MUST be met. It is a constant theme at many golf courses
- Relocation of hole location is critical to the golf experience, especially following a busy day of golf. We would anticipate changing hole locations at least six days a week
- Sand bunkers raked at least twice a week
 - Exception would be a greenside bunker that was disrupted substantially
- Greens will be mowed daily
 - Every day is important. The golfer that comes to the golf course on Monday expects the same standards as they would receive on a Saturday
- Fairways and tees mowed at least twice a week
- Rough areas mowed twice a week, perhaps less during slow growing periods (July and August)
- Approaches and collars at least twice a week
- The grounds as you approach the property, the clubhouse and overall grounds must be maintained to provide an exceptional first impression
- All bullet points listed in the RFP are all procedural and must be addressed every day

4.2.3 – Staffing – responsibility of Cohoat and O’Neal Management Corp. and all associated responsibilities. All costs of staffing will be paid from operations

4.2.4 – Golf Professional – Class A-1 Professional – agreed

4.2.7 – Golf Shop Merchandise – Cohoat and O’Neal Management Corp. have had two (2) recipients of the **Merchandiser of the Year award in the State of Indiana**

4.2.8 – Licenses and permits – agreed

4.2.11 – Utilities – as the 3rd party manager we understand that we will be responsible for paying utilities on a timely basis through the operational budget for the golf courses. We will indemnify the City for any liability from any nonpayment for any such services

4.2.13 – Insurance Requirements – satisfactory of proof of insurance will be provided per the request from the City of Terre Haute

5.1 – Cohoat and O’Neal Management Corp. have provided, within this proposal, a Leadership Team breakdown for your review.

- Cohoat and O’Neal Management Corp. will provide full-time, on-site operations and maintenance for the term of the contract and will provide all labor, materials, hardware

and equipment necessary to fully support the required services for the City. Cohoat and O'Neal will also be available for any City of Terre Haute golf courses related meetings

- Cohoat and O'Neal Management Corp., per the comprehensive plan (that will be final 30 days from commencement of services), will outline specific responsibilities of Cohoat and O'Neal Management Corp. staff to work in coordination with personnel at both golf courses
- Weekly meetings with department heads will be in depth and each department head will be given weekly direction and be accountable for goals. Appropriate interaction with department head and Cohoat and O'Neal staff will be in a spirit of cooperation. The working relationship is essential to an excellent working environment and productivity. There must be some fun along the way!

5.3.7 – **Organizational Chart** – see attached exhibit titled City of Terre Haute – Golf Courses - Organizational Chart

5.3.9 – **Operating Plan** – some information listed above in article 4.2.1

- **Concessions** – must be neatly presented, appealing to the buyer's eye, and a nice mix of product to entice a purchase. Location of these items is critical
- **Pro Shop area** – if you want the golfer to think you are a full-service golf shop, then it needs to look that way upon the very first impression. All counter space neatly presented, dusted, cleaned, all displays cleaned and dusted, all clothes hung uniformly with each hanger in the "question mark" hanging position. If you have two shirts hanging on a display arm that has room for eight shirts, the impression to the golfer is that this is not important to the Club, the priority of inventory is lax and the opportunity/impulse for a golfer to buy will quickly pass
- **Outdoor Teaching Area** – well presented at ALL times. Quality turf conditions, attractive bag stand, alignment sticks, club cleaners, waste basket, tee markers, Adirondack chair, excellent targets on the practice range, yardage indicators so the golfer will know distances, and a nice designation sign that makes you want to take a lesson or get "fit" for a set of clubs or a specific club. Appropriate signage is recommended to lure the golfer. Often a 10 x10 tent will draw attention to the area. It gives it a festive appearance
 - If the PGA professional opts to have some demo clubs available, that is always a good opportunity to get people to "try" new equipment and it could lead to a sale
 - Cohoat and O'Neal Management Corp. has had five (5) staff members receive the Indiana PGA Teacher of the Year

- **Maintenance of the Grounds** – it makes the statement! What more important impression is there than the first impression?
- **Customer Service Standards** – it is our mantra with our company. The plan is outlined and the personnel is trained weekly. Observations and shadowing with key personnel will give the service staff clarity. We have mentioned in this RFP our eight steps to an impression. EVERYONE must perform their role to make the impression exceptionally positive
- **Technology** – we feel as a company that we are the frontrunners in all aspects of technology. Online tee time booking, POS, report tracking and tee sheet maintenance is critical
- **Clubhouse Operations** – efficient and professional. Meeting will be held initially with all personnel until everyone is on the same page and buys into the concept of exceptional service. After two meetings with all personnel the department heads will be accountable for ongoing training with supervision from management where required
- **Marketing Plan** – Cohoat and O’Neal Management Corp. has provided a list of marketing thoughts on a separate page within this proposal titled City of Terre Haute Golf Course – Marketing Ideas. Ultimately a month to month marketing plan will be established after additional discussions with department heads and city officials
- **Pro forma operating costs and revenue projections for five (5) years**
 - To be discussed with City Officials. Upon a better understanding of all areas of the operations a pro forma will be delivered with the “comprehensive plan” within 30 days of commencement of services.
 - **However, for purposes of this RFP we have completed the Required Proposal Pricing Model with Estimated Gross Revenues and Total Expenses**
 - **We have also assumed a 25% share for any future profits experienced “collectively” at both golf courses**
 - Our historical performance at many of our other properties enjoyed substantial positive results in rounds of golf and revenues and controlled expenses. Information is provided early in the proposal with a breakdown of other properties

5.3.10 – Innovative Programming and Environmental Ideas

- Much of this information is provided in our marketing portion of this proposal
 - Youth programs – essential to the growth of the game and the sustainability of the golf courses. Clinics, camps, parent/child events, and fun days for the kids at the golf course. PGA Jr. League, as well. The LEADER of this program, generally the PGA Professional or his/her assistant is particularly important to the success of these programs

- **Environmental** – we work with Williams Creek Consultants for our environmentally sensitive concerns
- **Potential Partnerships**
 - The bottom line is we need more golfers at both golf courses. Every effort must be made to connect all local entities, Chamber of Commerce and other local organized groups to get them all “invested” in the golf course community. We also staff a Director of Sales that will assist in sponsorships sales, outing and events sales, season pass/membership sales and more

5.3.11 – Transition Plan

- Within the confines of a transition, current personnel can become anxious and unsure of what may be happening to the club in the future and more importantly to each of them personally. The question by many of them is “what will be my future”?
 - Upon commencement of services Cohoat and O’Neal Management Corp. will meet with the entire team collectively. Subsequently we will meet with all department heads separately and individually
 - Personnel is the lifeblood of the operation. We MUST have engaged, committed and energized staff members to make this work. Every position is important.
- Cohoat and O’Neal Management Corp., if selected for the operations and management of the two golf courses, will be ready to go immediately upon selection from the committee. We are preparing and organizing now.

5.3.12 - Over the past three years, Cohoat and O'Neal Management Corp. and its' partners and subcontractors (the "Parties") have not been a party to:

- Any material litigation on matters similar to this RFP, including and instances where one or more of the Parties filed litigation against a city, authority or public entity, any filing for bankruptcy, any termination for cause, or any contractual default

5.3.13 – Capital Improvements

- All capital improvement expenditures, not within the operational budget, will be submitted to the City for approval and funding, as needed. Full disclosure will be provided in our comprehensive plan to be completed within 30 days of the commencement of services.



Proposal

The emphasis of our management would be focused on personnel, policies, processes, efficiencies, administration, revenue and expense objectives and measurements, reporting, and overall operations and marketing.

Administration

- Supervise buying practices for all facets of the facilities including chemicals, food and beverage, merchandise and golf car fleets, if necessary
- Assist in establishing needed payroll and labor monitoring for both facilities
- Establish a monthly marketing plan to be implemented throughout the year
- Accountability to the bottom line in all departments will be addressed
- Maximize synergies with both facilities, where applicable
- Develop consistency in approach at both facilities
- Provide Organizational Chart at each facility and overall for both facilities
- Work with established budgets for 2017 and assist with budget for 2018
- Oversee website development and social media plans for Facebook, Twitter, etc.
- Implement e-mail blast procedures
- Work with the City officials to “attempt” to bring beer sales to Rea Park. This may not be possible, due to the proximity to the school, yet, it is important not to give up on the concept
- We do understand that we are 3rd party managers and that the shortfall of needed financial resources will be provided by the City of Terre Haute. It is our intent to reduce that shortfall and to get the City in a position of a positive net bottom line

Golf Operations

- Assist with outing and league development
- Implement lost golfer tracking

- Enhance junior, ladies and seniors golf programs
- Early on conduct weekly management meetings with department heads
- Review all processes
- Aggressively pursue and campaign for annual memberships and sponsorship sales
 - Pricing must be commensurate with the product and what the market will bear. Yet, it is imperative that the pricing be analyzed

Maintenance

- Establish management and controls of payroll and scheduling
- Review chemical applications programs and agronomic practices
- Seek equipment sharing opportunities, where applicable
- Establish new standards
- Conduct monthly staff training sessions focused on policies and procedures
- Conduct monthly meeting with superintendents and assistants
- Review all processes
- **Utilize volume purchasing where applicable. Volume purchasing can bring rebate dollars and better pricing which results in great cost savings**

Food and Beverage

- Review licenses and permits
- Revise staffing models and training programs
- Review menus and develop appropriate pricing
- Establish hours of operation
- Revise food and beverage offerings for outings
- Implement cost of goods sold standards
- Vendor analysis

Marketing Plan

- Included in this proposal

Timeline

Year 1 – Specific attention to product and services

Year 2 – Additional attention given to marketing and sales

Year 3 – Specific attention to profitability

Year 4 – Continued effort to improve the bottom line and profitability

Year 5 – Continued effort to improve the bottom line and profitability

Please review the Service Cost Pricing Worksheet included in this Proposal

Time Allocation and Fees

Cohoat and O’Neal would be willing and able to commence our management services immediately. We are “local” and offer the ability to be on site regularly. Early in the process we would meet with City officials and all golf course department heads to establish a comprehensive plan to enable the City of Terre Haute to meet their financial goals and standards. We would provide the following:

- Comprehensive plan within 30 days that would serve as the “road map” for the short and long-term planning
- Monthly reporting and tracking
- Monthly progress reports
- Personnel reports

The monthly fee would be \$8,000 for the total of the two properties (\$96,000 annualized). This fee would remain intact for all five years of the agreement. The only exception would be that if the financial net result provides a profit to the City of Terre Haute in any given calendar year that Cohoat and O’Neal Management Corp. would receive 25% of the net profit in addition to their established monthly fees.



Strategic Marketing Plan for 2017

The Focus Group

This group will be formed to assist with understanding the pulse and general culture of the community, staying in tune with the golfers, promotions, reaching out to the community and to be our eyes and ears throughout the community. In addition, the group will be formed to assist in bringing energy and a positive culture to the golf courses. This group will be a group of eight (8) to ten (10) and should be an interactive and pro-active group. Cohoat and O'Neal will direct this group monthly for the first year and 6 times each year in years two through five.

Chamber of Commerce

The Chamber of Commerce is designed for the purpose of networking, doing business with others within the community and to create a greater and friendlier business environment in the community. This group must be active. Continuous effort and "reaching out" with this group via facebook, twitter and e-mails must be regular and frequent.

Comeback and Incentive Coupons

Any golfer, through September of 2017 who comes to Rea Park or Hulman Links will receive a discount coupon for them to come back and play again! We want as many golfers to come to the courses to enjoy the “new” experience.

Vigo County Championship

To be discussed.

4 for 2 – City Employees

Any employee of the City and County which includes school teachers and other tax supported positions would be eligible to play a foursome for the full price of two golfers. For example, if a school teacher brings three guests, the total cost would be the full rate x 2 for the foursome.

Social Media (Facebook, Twitter, and Instagram)

Increased activity on social media allows your followers/golfers to stay up to date on all golf related activities

Golf Outings

These events are critical to the success of a golf facility. We need to do many more and hopefully the Focus Group will assist in this effort. We need as many quality outings as we can book!

Vendor Day

Once a month, we select a restaurant/vendor in the community that can set up in the snack bar area and promote their restaurant and give discounted food to all the golfers at all three facilities. Cookouts and family fun! We even promote this to all Terre Haute citizens so that they know they can come to either golf course and get a delicious meal at a discounted price.

FREE Cart Monday before 12:00 noon

Anyone who plays golf on Monday before NOON receives a FREE golf cart

Website Update

A more golf focused link to the website. Golfers must be able to see what is happening at all facilities. The site MUST be user friendly. Update website so that we present a new and fresh “look” for 2017. This would include photos and a home page that is full of information....and link to Facebook and Twitter

Groupon

This can be a revenue generator and create activity at the golf courses. We have executed over 20 different successful Groupon campaigns. We know what works!

2017 Value Card

This has proven to be a “game changer” for all of our facilities. More details to follow.

Collection of all E-mails

A concerted effort must be given to collect the e-mail of all the golfers who walk through the doors. Cohoat and O’Neal have collected over 16,000 e-mails at two of their facilities. There are many ways to acquire e-mails.

Lost Golfer

Communicate with and be persistent with all of the golfers who have elected to play their golf elsewhere. We MUST get them back to play the Terre Haute City golf courses on a regular basis. Give them a reason to return!





Highlights:

Prairie View Golf Club has been the host site to many outstanding events and golf tournaments over the years including:

- 2018 Indiana Open Championship
- 2018 Great Lakes Valley Conference Championship (College)
- 2017 Masters Tour Championship
- 2017 UINDY Women's Fall Invitational (College)
- 2017 IHSAA Spring and Fall Preview
- 2017 IGA Tournament Series
- 2016 BMW Championship Clinic (David Hearn and Kyle Reifers)
- 2016 Indianapolis Open
- 2016 IHSAA Spring and Fall Preview
- 2016 Masters Junior Tour Championship
- 2016 UINDY Women's Fall Invitational (College)
- 2015 U.S. Amateur Championship Qualifier
- 2015 UINDY Women's Fall Invitational (College)
- 2015 Indiana State Senior Amateur Championship
- 2015 Masters Junior Tour Championship
- 2015 Great Lakes Valley Conference College Championship (College)
- 2015 IHSAA Spring and Fall Preview
- **2014 – 2019 (IHSAA) Indiana High School Boys and Girls State Golf Championships**
- 2014 Mid-American Conference (MAC) Championship (College)
- 2014 Indiana PGA Club Professional Championship
- 2013 Prairie View Home for Indiana State Girls High School Champions – Carmel High School
- 2012 Indiana State Amateur Championship
- 2012 Women's Golf Association of Metropolitan Indianapolis Championship
- 2009 Ranked # 1 Public Golf Course in Indiana
- 2007 NCAA Division III Men's National Golf Championship (College)
- 2003 Indianapolis Open Championship

- 2001 Indianapolis Open Championship
- 2000 Indiana PGA Assistants Championship
- 1998 Indiana State Open Championship

Prairie View Golf Club is the home golf course for Carmel High School and Westfield High School Boys and Girls Golf Teams. Westfield Boys won the 2013, 2015 and the 2016 State Championship and the Westfield Girls finished runner-up in 2015 and 2016. Carmel Girls won the State Championship in 2013.

Prairie View Golf Club provides a state of the art golf practice facility with four (4) PGA instructors. The Professional staff provides golf instruction, club fitting, golf club sales, golf club repair, junior golf programs, ladies specific programs and corporate golf clinics.

Prairie View Golf Club – your premier golf destination!



Highlights:

Wood Wind Golf Club has been host to many outstanding events and golf tournaments over the years including:

- 2017 Home of the Westfield High School Boys and Girls Golf Team
 - Boys – IHSA State Champions 2013, 2015 and 2016
 - Girls – IHSA State Runner-up 2015 and 2016
- 2017 IGA Wood Wind Junior Tour Classic
- 2017 Park Tudor High School Invite
- 2016 IGA Central Masters Championship
- 2016 Park Tudor High School Invite
- 2015 Hamilton County Junior
- 2015 Central Masters Championship
- 2014 Hamilton County Junior
- 2014 IGA Junior Fall Series
- 2013 IGA Masters Junior Tour Championship
- 2013 Brebeuf Open
- 2013 Hamilton County High School Boys Championship
- 2012 BMW Championship Golf Clinic - Graham DeLaet & Troy Matteson
- 2012 IGA Father/Son Championship
- 2012 Brebeuf Open
- 2012 Hamilton County High School Boys Championship
- 2011 Indiana State Match Play Championship
- 2011 Brebeuf Open

- 2010 Indiana Four-Ball Championship
- 2010 Indiana State Women's Open
- 2010 Masters Junior Tour Championship
- 2009 IGA McDonald's Series Event
- 2009 U.S. Women's Amateur Qualifier
- 2009 Masters Junior Tour Championship
- 2009 Ping Series Amateur Event

In addition to these outstanding Championships, Wood Wind Golf Club is also host to many charity golf events and local networking events. Wood Wind Golf Club is also active in promoting the game of golf. Wood Wind hosts a Junior Golf Program with over 150 young boys and girls learning all aspects of the game.

Wood Wind Golf Club 2302 West 161st Street, Westfield, IN 46074 317.669.8550

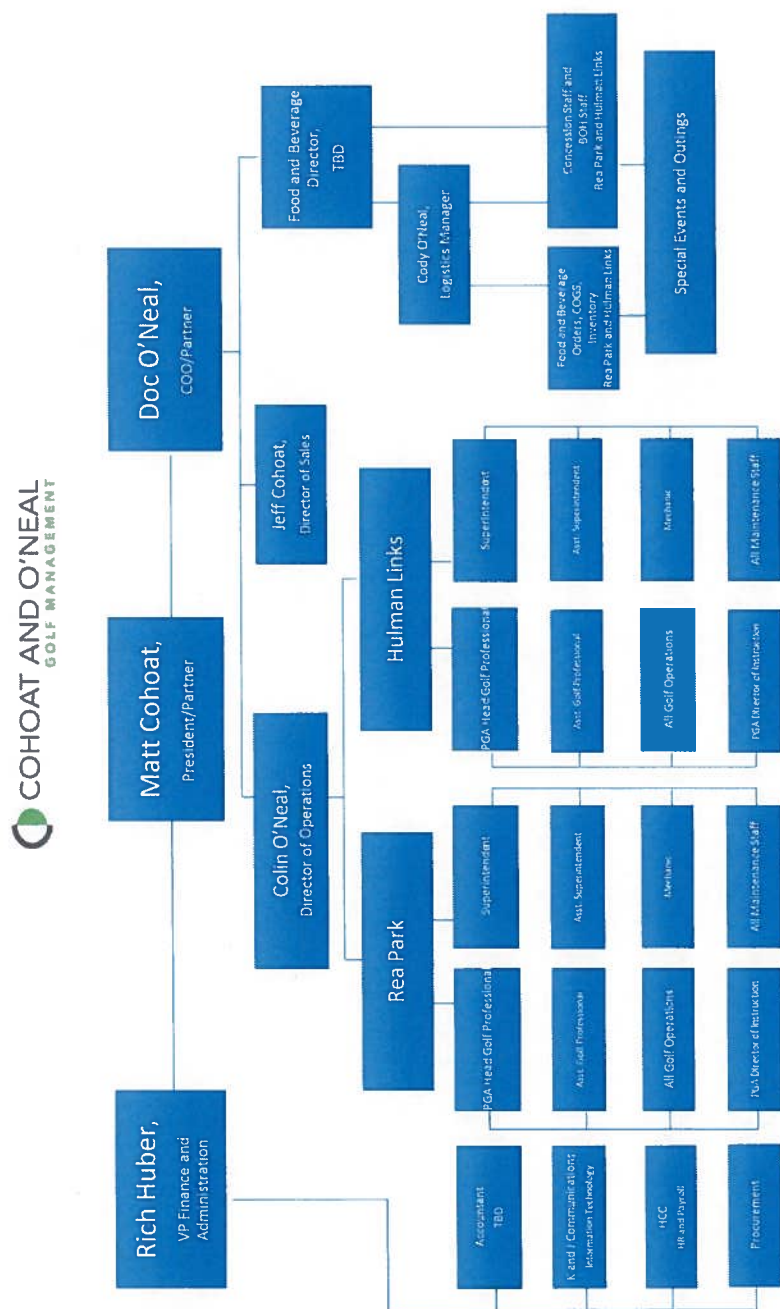


Exhibit A - Service Cost Pricing Worksheet Required Proposal Pricing Model

Estimated Gross Revenue and Total Expenses

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
Gross Revenue	\$1,128,700	\$1,223,155	\$1,324,995	\$1,434,905	\$1,553,636
Total Expenses	1,319,540	1,350,486	1,382,361	1,415,192	1,449,007

Proposed Monthly Fee (City Subsidy)

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
Gross Revenue Subsidy	\$15,903	\$10,611	\$4,781	\$0	\$0

Gross Revenue Share

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
% of Gross Revenue Shared with City	\$0	\$0	\$0	\$0	\$0

Contractor Proposed Alternatives

As noted above the City would retain the responsibility to fund operational shortfalls and capital improvements as needed. As a part of our commitment to the success of the golf courses, Rea Park and Hulman Links, we do not think it is appropriate to ask for additional compensation related only to revenue growth. However, we do want to share in the success we assist in creating. Therefore, we would propose that our compensation increases in any CY in which Gross Revenue exceeds Gross Expenses by an amount equal to 25% of that excess.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
HAMILTON COUNTY)

The undersigned authorized representative of Contractor, being duly sworn on oath, states that he/she is duly authorized to act on behalf of Contractor and has not, nor has any other employee, member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making a proposal nor to induce anyone to refrain from submitting a proposal and that this offer is made without reference to any other offer.

[Signature]
Contractor (Name of Firm)

COHOAT AND O'NEAL
MANAGEMENT CORP.
Signature of Representative/Agent

DOC O'NEAL
Printed Name of Representative/Agent

CHIEF OPERATING OFFICER
Title

Subscribed and sworn to before me this 26th day of MAY, 2017.

My Commission Expires: AUGUST 22, 2023

[Signature]
Notary Public

County of Residence HAMILTON



MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of August, 2016 by and between Elwood Redevelopment Commission (hereinafter referred to as "Owner"), and Cohoat and O'Neal Management Corp. (hereinafter referred to as "Operator"):

WHEREAS, Owner is the Lessee of the real property on which an existing 9 hole golf course is located in Elwood Indiana, formerly known as Cattails Golf Club and to be known as Elwood Golf Club (the "Club"); and

WHEREAS, the Owner and Operator desire to enter into this Management Agreement on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Definitions. All capitalized terms referenced or used in this Agreement and not specifically defined herein shall have the meanings set forth below;

Capital Budget. The term "Capital Budget" shall mean the budget prepared by Operator and submitted annually to Owner for review and approval for the purchase or lease in the succeeding calendar year of major items of vehicles, furniture, fixtures or equipment for the Club which, in accordance with generally accepted accounting principles, are purchased and capitalized as fixed assets

Contingency Reserve. The term "Contingency Reserve" shall mean a reserve to be funded by Owner, if necessary, to cover unanticipated expenses not otherwise provided for in the Operating Budget or the Capital Budget which expenditures are approved by Owner

Force Majeure The term "Force Majeure" shall mean acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the reasonable control of and not the result of the negligence or other fault of the party claiming Force Majeure which occurs and prevents the operation of the Club from

Gross Receipts. The term "Gross Receipts" shall mean all receipts related to or derived from the operation of the Club from cash or credit transactions recognized during the Term, for the particular period in question, computed on an accrual basis, including, but not limited to, deposits, dues, guest fees, income derived from the investment of Gross Receipts, the amount of all sales (wholesale or retail) of food, beverages, goods, wares, or merchandise on, at, or from the Club, or for services of any nature performed on, at, or from the Club, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Receipts shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned by Operator or Owner in the course of obtaining such Gross Receipts. Gross Receipts shall not include: (i) applicable gross receipts taxes, admission, cabaret, excise, sales, and use taxes, or similar governmental charges collected directly from members or their guests or as a part of the sales price of any goods or services; (ii) income and revenues of licensees and

concessionaires of Operator or Owner in connection with the operation of the Club or any part thereof; provided, however, that all commissions, percentages, or other payments received or earned by Operator or Owner from any licensee or concessionaire shall be included in Gross Receipts; (iii) service charges, which are defined to mean percentage gratuities added to member billings as compensation to employees of the Owner; (iv) proceeds of borrowings by Owner; (v) proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, provided such sums are used exclusively to remedy said loss; (vi) Owner's Advances.

Negative Net Cash Flow. The term "Negative Net Cash Flow" for a period shall mean the Net Operating Profit or Net Operating Loss for such period, less amounts expended pursuant to the Capital Budget and to the Contingency Reserve, if such resulting amount is negative.

Net Operating Loss. The term "Net Operating Loss" shall mean the amount, if any, by which the sum of Operating Expenses and the Management Fees exceeds Gross Receipts for the particular period in question.

Net Operating Profit. The term "Net Operating Profit" shall mean that amount, if any, by which Gross Receipts exceeds the sum of Operating Expenses for the particular period in question.

Operating Budget. The term "Operating Budget" shall mean the budget prepared by Operator and submitted annually to Owner for review and approved by Owner setting forth the categories of revenue, cost of sales and operating expenses customary to the business and approved by Owner

Operating Expenses. The term "Operating Expenses" shall mean all operating expenses of the Club incurred or paid on behalf of Owner during the Term, for the particular period in question computed, including Management Fees, on an accrual basis. Operating Expenses shall not include (i) depreciation or amortization, (ii) principal or interest payments on indebtedness, (iii) federal and state income taxes of any nature or kind incurred by Owner or Operator; or (iv) capital expenses or contingency expenses.

Personal Property. The term "Personal Property" shall mean: (i) intangible property or rights owned or held by Owner in connection with the Club, including, but not limited to, security deposits, prepaid rents, liquor and operating licenses, and all trademarks, if any, related to the Club; and (ii) all equipment, machinery, fixtures, furnishings, accessories, and other tangible personal property placed or installed, or to be placed or installed, on or about the Real Property and used as a part of or in connection with the operation of the Club. The parties acknowledge that much of the equipment presently located at the golf course is owned by Elwood Community Development Corporation ("ECDC"), and is being rented by Owner pursuant to a Lease Agreement, together with the buildings located on the real estate.

Positive Net Cash Flow. The term "Positive Net Cash Flow" for a period shall mean the Net Operating Profit for such year, less amounts expended pursuant to the Capital Budget, and from the Contingency Reserve if such resulting amount is positive.

Real Property. The term "Real Property" shall mean certain parcels of land located in Elwood, Indiana of the subject Club and including all the improvements, structures, and fixtures placed, constructed, or installed, or to be placed, constructed, or installed on the Real Property for the Club, and any additions or subsequent modifications thereto.

2. **Term.** The term of this Agreement shall be for the period beginning on August 1, 2016, (the "Commencement Date") and terminating on December 31, 2017, unless sooner terminated as provided for according to the provisions hereof (the "Term"). The Term may be renewed for an additional period of twelve (12) months, subject to such terms and conditions as the parties may agree at the time of renewal.

3. **Management of the Club and Property.** Owner hereby appoints Operator, as Owner's exclusive agent, to supervise, manage, direct, and operate the Club on behalf of and for the account of Owner during the Term of this Agreement, and Operator hereby accepts said appointment upon and subject to the terms hereof subject to Owner's supervision and approval. Owner hereby delegates to Operator (and further subject to the terms and conditions set forth herein) the discretion and authority to perform any act that is necessary to operate and manage the Club during the Term of this Agreement. In fulfilling its operational and managerial responsibilities hereunder, Operator shall have all the prerogatives ordinarily accorded to a manager of a golf club in the ordinary course of business, including, but not limited to, the collection of revenues from the operation of the Club without prior express approval of Owner, operator shall not incur any trade debts in an amount not in excess of \$1,000 nor any obligations lasting longer than one (1) year. The approval and payment of obligations, the negotiating and signing of leases and contracts, is the exclusive province of Owner. Operator will operate the Club to quality standards (i.e., golf course maintenance, customer service, etc.) as provided for in the approved Operating Budget and the Capital Budget and use its commercially reasonable efforts to perform all actions necessary for the maintenance of a quality Club operations. Operator will be responsible for the administration and supervision all employees, employee benefits and personnel required to discharge the foregoing duties, with all costs of such employees, employee benefits and personnel administration included in Operating Expenses. Operator will apply for and maintain all necessary permits and licenses necessary for the operation of the Club (where necessary in the Owner's name). Operator will operate the Club in compliance with all federal, state and local laws, ordinances, rules, and court orders. Operator will use its commercially reasonable efforts not to incur any liability on behalf of the Club or Owner that is not contemplated by the Operating Budget or the Capital Budget. Subject to Section 19, Owner shall be solely responsible and liable for any and all obligations of the Club, and Operator shall not be obligated to advance any of its own funds to or for the account of Owner.

4. **Use of the Property.** In fulfilling its responsibilities as Operator of the Club, Owner hereby grants to Operator the exclusive use and possession of the Real Property and Personal Property during the Term of this Agreement for the purposes set forth herein. Owner agrees that during the Term of this Agreement, it will not prohibit or interfere with the Operator's use, possession, operation or management of the Club, except in the Event of Default by Operator.

5. **Financial Management, Budgets and Operation / Club.**

- A. During the Term of this Agreement, Operator shall (i) prepare annual Operating Budget and Capital Budgets (collectively the "Budgets"), and other financial projections and forecasts as the Owner and Operator may determine, and (ii) be responsible for the day-to-day financial affairs of the Club and (iii) keep and maintain accurate books, records and other data associated with the operation of the Club in accordance with generally accepted accounting methods. All Budgets shall be prepared with the advice and counsel of Owner, based on reasonable assumptions and projections. On or before November 15 of each year Operator will deliver to Owner for its review and approval an Operating Budget and a Capital Budget for the next succeeding year. The format of the Operating Budget will reflect the categories of revenues and expenses customary to the business and will include a monthly forecast. Upon receipt of the Budgets, Owner will have an opportunity to request any additional information it may need in order to review the budget and Operator agrees to provide such information in a timely manner. On or before December 15 of each year, Owner shall advise Operator whether the Budgets as submitted are approved and if not approved which specific line items in each of the Budgets are not approved. In the event that any Budget is not approved in time, Operator may continue operating the Club pursuant to the prior year's budget, subject to adjustments in Operating Expenses required due to changes in membership levels, adjustments in Gross Receipts and other matters beyond the control of Operator, until such time as Owner and Operator agree upon the appropriate new Budget.
- B. Notwithstanding the provisions of the previous paragraph (section 6. A), Operator has presented and Owner has approved a Maintenance Budget pursuant to Exhibit A attached. This Maintenance Budget is for the restoration, enhancement, and re-opening of the Club by April 1, 2017, with operations and services to cover the period from August 1, 2016 through March 31, 2017. The project, operations and services subject to this approved Maintenance Budget are based upon a total cost not to exceed \$196,690, to be funded to by the Owner. Owner approves this budget and scope of services as presented and outlined on Exhibit B. Owner agrees to provide funds on a monthly basis, on the 1st day of each month, at a minimum amount equal to the total costs set forth each month in the Maintenance Budget.
- C. In addition to the Maintenance Budget per paragraph 6.B above, Operator has provided and Owner has approved the 2017 Operating Budget per Exhibit C attached. Owner approves the 2017 Operating Budget and agrees to be responsible to fund the monthly costs and any Net Operating Loss or Negative Cash Flow of the Club, as requested by Operator.

6. Billing Procedure: Since the ERC and City Council have previously approved the Annual Budget, a copy of which is attached hereto as Exhibit "A" (the "Annual Budget"), ERC

shall maintain oversight of the Golf Course operation by review and approval of the proposed expenses in the Annual Budget on a monthly basis, one month in advance.

Operator shall submit a list of proposed suppliers and trade creditors (the "Approved Vendors") to the Clerk-Treasurer for approval. Once approved, Operator shall be permitted to purchase supplies and materials from the Approved Vendors up to \$10,000.00, without prior approval of ERC.

All claims will be paid through the City's usual claims approval process, as monitored by the Clerk-Treasurer's office. Approved Vendors shall submit invoices directly to the Clerk-Treasurer for approval by the Board of Works/ERC before payment.

Equipment leases shall be approved, in advance, by ERC. If the proposed lease payment is already in the Annual Budget, lease payments shall be paid by Operator.

Additional Equipment Leases. If additional equipment not included in the Annual Budget is necessary, the proposed lease shall be submitted for prior approval, and lease payments for the additional equipment shall be paid directly by the office of Clerk-Treasurer.

Short-Term Equipment Rentals and Material Purchases. In an emergency, if Operator needs temporary equipment or materials, Operator shall be permitted to purchase the materials or rent the extra equipment without prior approval. The invoices and rental agreements for such extra materials and temporary equipment shall be submitted directly to the Clerk-Treasurer for payment.

7. Improvements, Personal Property, and Permits. Owner and Operator agree that the Club is presently furnished and equipped with all Personal Property required for the operation of the Club, or will be furnished and equipped as soon as practical pursuant to the Maintenance Budget. Owner acknowledges that it is solely responsible for all current and future capital expenditures required for or on behalf of the Club, all of which expenditures shall have been set forth in a Capital Budget submitted to and approved by Owner, or otherwise approved by Owner.

8. Funding of Negative Net Cash Flow.

- a. Owner agrees on or before the 25th of each month to remit to the Operator to deposit into the Club Accounts an amount sufficient to cover Negative Net Cash Flow for that month or (to the extent Operator forecasts a Negative Net Cash Flow that is not covered by cash reserves) for the succeeding month based on the Operating Budget, and anticipated expenses under the Capital Budgets and Contingency Reserve and to pay the Management Fee for the succeeding month.
- b. For the avoidance of doubt, Operator shall have no obligation to fund any Net Operating Loss, expense under any Budget, Contingency Reserve or any other obligation of the Owner.

9. Accounting Records and Reporting. During the Term of this Agreement, Operator shall submit to Owner: (a) within twenty-five (25) days after the close of each month, a financial statement showing in reasonably accurate detail the financial activities of the Club, comparing the actual results for the month to the Budget and to last year's results for the same month and the year to date basis; and (b) within ninety (90) days after the close of each year, a financial statement showing in reasonably accurate detail the financial activities of the Club for the year then ended. All financial statements submitted by Operator to Owner shall contain a Certificate of Operator that such statements are true and complete to the best of the Operator's knowledge. During the Term of this Agreement, Owner (or its duly appointed agents) shall have the right to inspect the books, records, invoices, operations data, deposits, canceled checks, or other financial or operational data or transactions of the Club upon reasonable advance notice.

10. Management Fees. During the Term of this Agreement, Operator shall be paid the following (collectively referred to as the "Management Fees"):

A. For the period from the Commencement Date through December 31, 2017 or until termination of this Agreement, an amount per month per the Maintenance Budget and the Operating Budget in Exhibits A and C attached, due in advance on the first day of each month and prorated for any partial month of service by the Operator. Monthly Management Fees for periods after December 31, 2017 will be equal to \$5,000 per month (based on 9 holes being open for play) or at such amount and payment schedule separately agreed to by Owner and Operator.

B. Owner shall also reimburse Operator for all reasonable and actual out-of-pocket costs incurred by Operator in the performance of this Agreement. Out-of-pocket costs shall include, but shall not be limited to, reasonable travel, entertainment, and other incidental expenses consistent with the level of expenses as set forth in the annual budget submitted to and approved by Owner.

11. Insurance. Operator agrees to maintain in full force and effect insurance coverage of the type and amounts as set forth in Exhibit D on behalf of Owner and Operator. Continuing throughout the Term of this Agreement, unless otherwise agreed to by Owner and Operator, Operator shall procure and maintain, on behalf of Owner, with insurance companies licensed to do business in Indiana with an "A" rating or better, the required coverage (and such additional coverages as Owner and Operator may reasonably determine) naming the Operator as additional named insured. All policies of insurance shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to both Owner and Operator.

Operator shall add Elwood Community Development Corporation (the owner of the real estate on which golf course is located) as an additional insured on all insurance policies required hereby. The parties shall indemnify and hold each other harmless from their own acts of negligence.

12. Representations and Warranties.

A. Owner represents and warrants that:

(1) It has made such inquiry and investigation as it deems appropriate as to the skill, expertise and financial ability of Operator to perform obligations, duties, responsibilities and undertakings as contemplated by this Agreement and is not relying on any representation other than as contained herein.

(2) It has the power and authority to execute this Agreement and once duly executed and delivered, this Agreement shall constitute a legal, valid and binding obligation of Owner, enforceable against the Owner in accordance with its terms.

B. Operator represents and warrants that:

(1) It has had full access to conduct its due diligence prior to entering into this Agreement and to make such inquiry and investigation as it deemed necessary regarding the business and operations of the Club and is not relying on any representation of Owner in entering into this Agreement.

(2) It has the power and authority to execute this Agreement and once duly executed and delivered, this Agreement shall constitute a legal, valid and binding obligation of Operator, enforceable against the Operator in accordance with its terms.

13. Right to Terminate. Either Owner or Operator shall have the right to terminate this Agreement without cause by providing sixty (60) days written notice to the other stating that it is pursuant to Section 13 and upon the expiration of such sixty (60) days, this Agreement shall terminate. In addition to the foregoing right to terminate this Agreement upon notice, Owner shall have the right to immediately terminate this Agreement upon written notice to Operator (i) upon any event, occurrence or circumstance that results in (A) the substantial destruction, damage, loss or condemnation of the Club, (B) the reasonable likelihood that all or a material portion of the Club will close for longer than thirty (30) days during the golf season, or (C) likely to have sustained material negative financial impact on the Club as determined by the Owner in its reasonable discretion, or (ii) for any reason pursuant to Paragraph 15. Upon termination as provided for in this Section, neither party shall have any further obligation to perform any services under this Agreement other than an obligation that has arisen prior to the date of termination.

14. Default. The occurrence of any one or more of the following events which is not cured in the time permitted shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"): (i) either party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of fifteen (15) days after written notice (specifying the item not paid) thereof from the other party to the defaulting party; (ii) either party's failure to comply with any of the other covenants, agreements, terms, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other party to the defaulting party specifying in detail the nature of such failure; provided, however, that in the event any failure cannot with due diligence be cured within such 30-day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure; or (iii) an order, judgment,

or decree is entered without the application, approval, or consent of either party by any court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

15. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may: (i) seek specific performance of the defaulting party's obligations or injunctive relief, as applicable; (ii) demand payment of all amounts due to the non-defaulting party under the terms of this Agreement; (iii) proceed to remedy the Event of Default, and in connection with such remedy, deduct from any obligation then due and owing from the non-defaulting party to the defaulting party; and (iv) terminate this Agreement by written notice of termination to the defaulting party. No remedy granted hereunder is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by the non-defaulting party to exercise any right accruing upon an Event of Default shall impair the non-defaulting party's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

16. Obligations Upon Termination. Upon a termination of this Agreement for any reason, Operator shall (i) return all Personal Property to Owner or its designated representatives, (ii) return all books, records, documents and data relating to the Club to Owner or its designated representatives and (iii) for a period of up to ninety (90) days, at no material out of pocket cost to Operator, use its commercially reasonable efforts to assist Owner with the transition of the Club operations to Owner or a new manager.

17. Proprietary Information. The trade names, trademarks and logos of Owner and the Club (collectively, the "Owner Marks") shall be used by Operator only in connection with the performance of the services provided under this Agreement and as otherwise provided in this Agreement or as agreed upon by Owner. All of Operator's proprietary information, including (i) trade names, trademarks and logos as well as programs that have been or may be developed by Operator, and (ii) software and technology, shall remain the exclusive property of Operator and (iii) Owner Marks shall be used or disclosed by Operator without the advance written consent of Operator, except in connection with the operation of the Club in the ordinary course of business.

18. Owner's Indemnification Obligations. Owner shall defend, indemnify and hold Operator and its shareholders, members, officers, directors, managers, employees, agents, and representatives (the "Operator Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) arising from or relating to (i) the ownership, leasing, operation or management of the Club, and, (ii) any acts or omissions of Owner (or its officers, directors, agents, employees, representatives, contractors and others for whom Owner is responsible other than Operator), in each case except to the extent such liabilities were caused by the willful or criminal misconduct, fraud, grossly negligent acts or omissions, or breach of this Agreement by Operator (or its officers, directors, agents, employees, representatives, contractors and others for whom Operator is responsible). Owner's duty to defend and indemnify Operator and the Operator Related Parties shall extend to all liability, loss,

damage, cost, or expenses hereunder arising from or relating to any event or occurrence taking place prior to, during, or after the Term.

19. Operator's Indemnification Obligations. Operator shall defend, indemnify and hold Owner and shareholders, members, officers, directors, managers, employees, agents, and representatives (the "Owner Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) arising from or relating to the willful or criminal misconduct, fraud, grossly negligent acts or omissions, or breach of this Agreement by Operator (or its officers, directors, agents, employees, representatives, contractors and others for whom Operator is responsible), to the fullest extent permitted by law, except to the extent such acts or omissions were expressly directed or expressly approved in writing by Owner. Operator's duty to defend and indemnify Owner and the Owner Related Parties shall extend to all liability, loss, damage, cost, or expenses hereunder arising from or relating to any event or occurrence taking place prior to, during, or after the Term.

20. Independent Company. Owner recognizes and acknowledges that Operator is an independent company engaged in the golf course management consulting business. Operator agrees that notwithstanding such other activities, it shall devote such time, attention and energy as may be required to manage and operate the Club pursuant to this Agreement. Owner shall look solely to Operator and not to its owners, officers, directors or other agents, for the obligations and liabilities of Operator arising hereunder. Operator shall look solely to Owner for the obligations and liabilities of Owner arising hereunder.

21. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, postage prepaid or by any reputable overnight courier, addressed as follows:

(a) if to Owner to:

Elwood Redevelopment Commission
Elwood, Indiana
Attention:

with a copy to:

Attention:

(b) if to Operator:

Matthew A. Cohoat
1939 West 161st Street
Westfield, IN

with a copy to:

John "Doc" O'Neal
Prairie View Golf Club
7000 Longest Drive
Carmel, IN 46033

22. Entire Agreement and Legal Representation. This Agreement, including any Exhibits or attached constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. The parties acknowledge that the provisions of this Agreement and its legal effect have been fully explained by their respective attorneys as engaged.

23. Amendment and Waiver. This Agreement may not be amended or modified in any way except by an instrument in writing executed by all parties hereto; provided, however, either party may, in writing, (i) extend the time for performance of any of the obligations of the other, (ii) waive any inaccuracies and representations by the other contained in this Agreement, (iii) waive compliance by the other with any of the covenants contained in this Agreement, and (iv) waive the satisfaction of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

24. No Partnership or Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (i) a partnership, or (ii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of owner and operator.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns, where permitted herein. This Agreement and any documents executed in connection herewith may not be assigned by either party without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void.

26. Severability. Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Agreement.

27. Approvals. Any consent or approval referred to herein (by whatever words used) of either party shall not be unreasonably withheld or delayed, and neither party shall seek or

obtain any payment in connection therewith as a condition therefor. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party shall indicate by written notice to the other the reason for such refusal.

28. Construction and Interpretation of Agreement. This Agreement shall be governed by and construed under the laws of the State of Indiana. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Agreement and that legal counsel was consulted by each party before the execution of this Agreement. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement.

30. Time. Time is of the essence in this Agreement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Agreement shall not be considered an extension of time for the performance of any other duty or obligation under this Agreement.

31. No Third-Party Beneficiaries. Except with respect to Elwood Community Development Corporation ("ECDC") as owner of the real estate on which the golf course is located, nothing herein contained shall be deemed to establish any rights of third parties against the parties hereto; it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Owner: Elwood Redevelopment Commission

By: Thomas Austin

Name: Thomas Austin
Title: President

Operator: Cohoat and O'Neal Management Corp

By: Matthew A. Cohoat

Name: Matthew A. Cohoat
Title: President

EXHIBIT D
INSURANCE COVERAGE

MINIMUM LIMITS OF INSURANCE COVERAGE

Worker's Compensation	Coverage A - Statutory Coverage B - \$100,000
General Liability (Including contractual liability)	Bodily Injury: \$1,000,000 occurrence \$2,000,000 aggregate Property damage: \$1,000,000 occurrence \$2,000,000 aggregate
Business Interruption	Actual Loss of six months
Automobile Liability	Bodily injury and property damage \$ 1,000,000 per occurrence
Liquor Liability	\$1,000,000
Umbrella Coverage	\$5,000,000

References

- **Gary Aletto, Majority Owner of GSAGC, LLC**

2366 Treesdale Circle

Carmel, IN 46032

(317) 291.7600

galetto@brightsheetmetal.com

GSAGC, LLC acquired Prairie View Golf Club on May 21, 2013 and immediately hired Cohoat and O'Neal Management Corp. as the full-service manager of this 18 hole public golf course located in Carmel, IN. Over the subsequent four years, rounds played, customer satisfaction and profitability have all improved. Rounds played have increased from 20,500 to 29,200. At the same time, revenues have increased more than 40% while net profit has more than doubled. Many enhancements have been made to the facility in this period, including improving playability, hiring and training service oriented staff, investing in key pieces of maintenance equipment and acquisition of new golf cars with state-of-the-art GPS units. However, the most significant improvement is yet to come. This fall, construction will commence on a clubhouse addition, costing several hundred thousand dollars and designed to double the size of the current event and banquet space.

- **Thomas Austin, President, Elwood Redevelopment Commission**

1505 South B Street

Elwood, IN 46036

(765) 552.5078

twabja@comcast.com

The Elwood Redevelopment Commission acquired the closed Cattails Golf Club in 2016. On September 1st, they engaged Cohoat and O'Neal Management to oversee a complete restoration of the 1st nine holes and return them to play in early 2017. That project was completed on time and approximately 5% under budget. The course opened for play on May 13, 2017 with Cohoat and O'Neal continuing to provide full service management. Restoration of the second nine holes is forecasted to begin this fall.

- **Steve Sterrett, Sole Owner, Old Oakland Golf Club**

6906 Royal Oakland Way

Indianapolis, IN 46236

(317) 457.3030

sterrettcfo@gmail.com

Mr. Sterrett acquired Old Oakland Golf Club on July 1, 2016, and immediately hired Cohoat and O'Neal Management Corp. as the full-service manager of this 27-hole private golf club located in Indianapolis, IN. During the subsequent 11 months, Cohoat and O'Neal, in addition to operating the facility, has overseen the design and implementation of over \$2,000,000 worth of on course improvements. Those improvements include new cart paths, restoring and reshaping bunkers, creation of a new irrigation system and acquisition of a new fleet of golf cars. In addition to these large capital expenditures, many smaller ones have also been made to improve service and the overall member experience. The results have been very favorable with over 40 new members joining the club in 2017.